SOLICITATION/CONTRACT OFFEROR TO COMPLET						1. REQUISI	TION NUMBER		PAGE 1	OF	48
2. CONTRACT NO.	3. AWARD/EFFE		RDER N				ATION NUMBER		6. SOLICITAT	ION ISSU	JE DATE
7. FOR SOLICITATION INFORMATION CALL	a. NAME						01-R-0050 ONE NUMBER (No Co	lloot Collo)	14-Nov-2		LOCAL TIME
7. FOR SOLICITATION INFORMATION CALL	Jessica Mad	ddox				301/744	,	liect Calls)	13-Dec-2		
9. ISSUED BY	CODE NO	00174	10.	THIS ACQUIS			11. DELIVERY FO		12. DISCO	JNT TE	RMS
NAVSEA Indian Head	<u> </u>		7 L	UNRESTRI			DESTINATION UN BLOCK IS MARKE				
101 Strauss Ave.			X	Joh		6FOR	SEE SCHEDI				
Attn: Jessica D. Maddox				<u> </u>	BUSINESS DISADV. BL	JSINESS	13 a. THIS Co	ONTRACT	IS A RATE	ORDE	R
INDIAN HEAD, MD 20640-5035				X 8(A)			UNDER DPA	S (15 CFR	700)		
			61				13 b. RATING				
TEL: 301/7446614			SI	C. ZE STANDAR	D: 5 milli	on	14. METHOD OF			DED	
FAX: 301/744-6670	0005						RFQ	IFB		RFP	
15. DELIVER TO	CODE		16. /	ADMINISTERE	נט או			CO	DE		
SEE SCHEDULE	<u> </u>				SEE	ITEM 9					
17 a. CONTRACTOR/ CODE	FACILI CODE	TY	18	3 a. PAYMENT	WILL BE N	MADE BY		СО	DE		
OFFEROR	· OODL										
TELEPHONE NO. 17 b. CHECK IF REMITTANCE IS SUCH ADDRESS IN OFFER	S DIFFERENT.	AND PUT		o. SUBMIT IN			SS SHOWN IN BLO	OCK 18 a.	UNLESS E	 BLOCK	
	20. SCHEDUL	E OF SUPPLIES/				21 QUAN		23. UN	IT PRICE	24. Al	MOUNT
	SEE S	SCHEDU	JLE								
25. ACCOUNTING AND APPROPRIATI	ION DATA							26. TOT	AL AWARD	AMOUN	ΙΤ
27 a. SOLICITATION INCORPORAT	ES BY REFER	ENCE FAR 52.212	-1. 52.2	212-4. FAR 52	212-3 AND	52.212-5 A	ARE ATTACHED.	ADDI	ENDA A		ARE NOT
27 b. CONTRACT/PURCHASE ORD	ER INCORPO	RATES BY REFER	ENCE	FAR 52.212-4	. FAR 52.21	2-5 IS ATT	ACHED. ADD	ENDA	ARE ARE	م NOT A	ATTACHED ATTACHED
28. CONTRACTOR IS REQUIRED TO X TO ISSUING OFFICE. CONTRACT FORTH OR OTHERWISE IDENTIF TO THE TERMS AND CONDITION	OR AGREES T IED ABOVE AN S SPECIFIED I	O FURNISH AND ID ON ANY ADDIT	DELIVE	SHEETS SUB	S SET C	OFFER DAT BLOCK 5), SET FORTH	INCLUDING ANY A	OUR OFFE DDITIONS PTED AS T		GES WH	
30 a. SIGNATURE OF OFFEROR/CO	UNIRACIOR			31 a. UNITE	DSTATES	OF AMERIC	JA (SIGNATO	THE OF CON	TRACTING O	FFICER)	
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30 c. DATE SIG	NED	31 b. NAME	OF CONTR	ACTING O	FFICER (TYPE OR	PRINT) 3°	1 c. DATE	SIGNE)
32 a. QUANTITY IN COLUMN 21 HA	AS BEEN	l .		33. SHIP NU	IMBER	34. VOL	JCHER NUMBER		UNT VERIF		
NEOLIVED	/	D CONFORMS TO	THE	PARTIA	L FINA	.1		COR	RECT FOR		
32 b. SIGNATURE OF AUTHORIZEI REPRESENTATIVE		32 c. DATE		36. PAYME			TIAL FINAL	37. CHEC	K NUMBE	₹	
				38. S/R ACC	OUNT NUM	IBER 39	9. S/R VOUCHER N	JMBER	40. PAID	BY	
41 a. I CERTIFY THIS ACCOUNT IS C	ORRECT AND	PROPER FOR PA	YMEN	42a. RECEI\	/ED BV /B-	int)			-		
41 b. SIGNATURE AND TITLE OF		41 c. DATE			•				-		
CERTIFYING OFFICER				42b. RECEI\	•		Ī		4		
				42c. DATE R	REC'D (YY/M	MM/DD)	42d. TOTAL CONT	AINERS			

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NAME OF OFFEROR OR CONTRACTOR

SECTION SF 1449 CONTINUATION SHEET

BASIC REQUIREMENT – LOT I

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Monthly Preventative Maintenance and Calibration of the scales listed in the attached schedule. See Statement of Work.	13.00	Each	\$	\$
0002	Quarterly Preventative Maintenance and Calibration of the scales listed in the attached schedule. See the Statement of Work.	143.00	Each	\$	\$
0003	Semi-Annual Preventative Maintenance and Calibration of the scales listed in the attached schedule. See the Statement of Work.	123.00	Each	\$	\$
0004	Annual Preventative Maintenance and Calibration of the scales listed in the attached schedule. See the Statement of Work.	78.00	Each	\$	\$

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NAME OF OFFEROR OR CONTRACTOR

OPTION I – LOT II

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Monthly Preventative Maintenance and Calibration of the scales listed in the attached schedule. See Statement of Work.	13.00	Each	\$	\$
0006	Quarterly Preventative Maintenance and Calibration of the scales listed in the attached schedule. See the Statement of Work.	143.00	Each	\$	\$
0007	Semi-Annual Preventative Maintenance and Calibration of the scales listed in the attached schedule. See the Statement of Work.	123.00	Each	\$	\$
0008	Annual Preventative Maintenance and Calibration of the scales listed in the attached schedule. See the Statement of Work.	78.00	Each	\$	\$

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NAME OF OFFEROR OR CONTRACTOR

OPTION II – LOT III

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Monthly Preventative Maintenance and Calibration of the scales listed in the attached schedule. See Statement of Work.	13.00	Each	\$	\$
0010	Quarterly Preventative Maintenance and Calibration of the scales listed in the attached schedule. See the Statement of Work.	143.00	Each	\$	\$
0011	Semi-Annual Preventative Maintenance and Calibration of the scales listed in the attached schedule. See the Statement of Work.	123.00	Each	\$	\$
0012	Annual Preventative Maintenance and Calibration of the scales listed in the attached schedule. See the Statement of Work.	78.00	Each	\$	\$

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NAME OF OFFEROR OR CONTRACTOR

OPTION III – LOT IV

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Monthly Preventative Maintenance and Calibration of the scales listed in the attached schedule. See Statement of Work.	13.00	Each	\$	\$
0014	Quarterly Preventative Maintenance and Calibration of the scales listed in the attached schedule. See the Statement of Work.	143.00	Each	\$	\$
0015	Semi-Annual Preventative Maintenance and Calibration of the scales listed in the attached schedule. See the Statement of Work.	123.00	Each	\$	\$
0016	Annual Preventative Maintenance and Calibration of the scales listed in the attached schedule. See the Statement of Work.	78.00	Each	\$	\$

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NAME OF OFFEROR OR CONTRACTOR

$\label{eq:option} \textbf{OPTION IV} - \textbf{LOT V}$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	Monthly Preventative Maintenance and Calibration of the scales listed in the attached schedule. See Statement of Work.	13.00	Each	\$	\$
0018	Quarterly Preventative Maintenance and Calibration of the scales listed in the attached schedule. See the Statement of Work.	143.00	Each	\$	\$
0019	Semi-Annual Preventative Maintenance and Calibration of the scales listed in the attached schedule. See the Statement of Work.	123.00	Each	\$	\$
0020	Annual Preventative Maintenance and Calibration of the scales listed in the attached schedule. See the Statement of Work.	78.00	Each	\$	\$

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NAME OF OFFEROR OR CONTRACTOR

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
BASIC F	REQUIREMENT – LOT I				
0001	POP 01-JAN-02 TO 31-DEC-02	Each	13.00	Dest.	
0002	POP 01-JAN-02 TO 31-DEC-02	Each	143.00	Dest.	
0003	POP 01-JAN-02 TO 31-DEC-02	Each	123.00	Dest.	
0004	POP 01-JAN-02 TO 31-DEC-02	Each	78.00	Dest.	
OPTION	I – LOT II				
0005	POP 01-JAN-03 TO 31-DEC-03	Each	13.00	Dest.	
0006	POP 01-JAN-03 TO 31-DEC-03	Each	143.00	Dest.	
0007	POP 01-JAN-03 TO 31-DEC-03	Each	123.00	Dest.	
0008	POP 01-JAN-03 TO 31-DEC-03	Each	78.00	Dest.	
OPTION	II – LOT III				
0009	POP 01-JAN-04 TO 31-DEC-04	Each	13.00	Dest.	
0010	POP 01-JAN-04 TO 31-DEC-04	Each	143.00	Dest.	
0011	POP 01-JAN-04 TO 31-DEC-04	Each	123.00	Dest.	
0012	POP 01-JAN-04 TO 31-DEC-04	Each	78.00	Dest.	
OPTION	III – LOT IV				
0013	POP 01-JAN-05 TO 31-DEC-05	Each	13.00	Dest.	
0014	POP 01-JAN-05 TO 31-DEC-05	Each	143.00	Dest.	
0015	POP 01-JAN-05 TO 31-DEC-05	Each	123.00	Dest.	

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0016	POP 01-JAN-05 TO 31-DEC-05	Each	78.00	Dest.
OPTION	IV – LOT V			
0017	POP 01-JAN-06 TO 31-DEC-06	Each	13.00	Dest.
0018	POP 01-JAN-06 TO 31-DEC-06	Each	143.00	Dest.
0019	POP 01-JAN-06 TO 31-DEC-06	Each	123.00	Dest.
0020	POP 01-JAN-06 TO 31-DEC-06	Each	78.00	Dest.

CLAUSES INCORPORATED BY REFERENCE:

52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.228-5	Insurance - Work On A Government Installation	JAN 1997

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--
- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;

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- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.

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- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).
- (2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).
- (i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

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- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained-
- (A) By telephone at (215) 697-2667/2179; or
- (B) Through the DoDSSP Internet site at http://assist.daps.mil.
- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at http://www.customerservice@dnb.com/. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

Addenda 1

Instructions to Offerors and Evaluation Factors for Award

THE OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:

GENERAL INFORMATION: Each offeror must submit an offer/proposal and other written information in strict accordance with these instructions. When evaluating an offeror the Government will consider how well the offeror complied with both the letter and spirit of these instructions. The government will consider any failure on the part of the offeror to comply with both the letter and the spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages offerors to contact the contracting officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions.

OFFERORS SHALL ADDRESS THE FOLLOWING FACTORS: (Listed in order of importance) Information shall be submitted in three separately tabbed sections as detailed below.

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NAME OF OFFEROR OR CONTRACTOR

Factor 1 - Technical

1.a. - Experience

1.b. – Performance Requirements

Factor 2 - Cost/Price

Factor 3 – Past Performance

Tab I - Shall address Factor 1, supplements as detailed below. Not to exceed 20 single sided pages, not less than 10 pitch (Times New Roman or similar).

- 1. Technical
- a. Experience

Offeror shall answer the following questions:

- Is the contractor recognized as a certified and quality directed company?
- Is the contractor's technician(s) certified to perform the required calibration and maintenance services? How much experience does the technician(s) have in this area? Contractor shall submit a list of personnel, their qualifications as scale mechanics and the scales that they have been trained to calibrate and perform minor repairs upon. The personnel must have mechanical and electrical training and know the operation of both electronic and mechanical scales so as to be able to calibrate and perform minor repairs to an acceptable level.

b. Performance Requirements

NSN 7540-01-152-8057

Offeror shall answer the following questions:

- Explain in detail how the calibration will be performed and provide an estimated approximate time frame to do each scale.
- Will the contractor develop and provide a tentative yearly schedule to show the planned service dates?
- Do you foresee any problem in completing the required services to the scales in a timely manner? Note the calibration cycles required. All calibrations must be performed on or before the calibration due date. These services shall be coordinated with the operating areas in order to minimize equipment "downtown". What plans do you have to eliminate them?
- Contractor must submit with his quote a letter certifying that he will be available to respond within twenty-four (24) hours' notice if an emergency minor maintenance service is required.

Tab II - Shall contain only Factor 2 – Cost/Price information and a complete copy of the solicitation document with all representations/certifications executed and pricing appropriately noted in Section B, the Schedule of Supplies/Services and Prices or any continuation sheets.

Tab III - Shall contain only the Past Performance Information (Not to exceed 12 pages total)

Past performance is a measure of the degree to which an offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complies with federal, state, and local laws and regulations. The offeror shall provide a list of references using the Past Performance Matrix, (Enclosure 1), who will be able to provide information regarding the offerors past performance during the past three (3) years regarding: (1) the quality and

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timeliness of the offerors work; (2) the reasonableness of its prices, costs, and claims; (3) the reasonableness of its business behavior – its willingness to cooperate and helpfulness in solving problems; (4) its concern for the interests of its customers; and (5) its integrity.

The offeror will submit the Past Performance Questionnaire to each of the references listed on the Past Performance Matrix, a minimum of three (3) is required. The offeror shall instruct the references to complete the Past Performance Questionnaire and return it directly to:

Naval Surface Warfare Center, Indian Head Division 101 Strauss Avenue Indian Head MD 20640-5035 Attn: Jessica Maddox, Code 1143I, Bldg. 1558

The offerors selected references must be listed on the Past Performance Matrix. Failure of the references to submit the Past Performance Questionnaire to the contract specialist within the requested timeframe may result in the inability of the government to rank the offerors past performance.

The offeror shall explain, if any, the role that subcontractors have played in contributing to the successes and/or failures of the offeror and to what extent subcontractors performance has contributed to the past performance evaluation.

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NAME OF OFFEROR OR CONTRACTOR				

Addenda 2

PAST PERFORMANCE QUESTIONNAIRE COVER SHEET

FOR SOLICITATION N00174-01-R-0050

Name of the offeror questionnaire is being completed for:	
Name of company completing questionnaire:	
Name and title of the person completing the questionnaire:	
Length of time your firm has been involved with the offeror:	
Type of work performed by the referenced offeror:	

SUBMIT PAST PERFORMANCE QUESTIONNAIRE TO:

Naval Surface Warfare Center 101 Strauss Avenue, Bldg. 1558 Indian Head, MD 20640-5035 Jessica Maddox, Contract Specialist, Code 1143I

BY: 13 December 2001

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PAST PERFORMANCE QUESTIONNAIRE INTERVIEW SHEET SOLICITATION NUMBER: N00174-01-R-0050

RATING SCALE

Please use the following ratings to answer the questions. If you are unable to rate an item because it was not a requirement, never an issue, or you have no knowledge of the item in question, then you should mark "N/A."

EVALUATION CRITERIA

Excellent - The offeror's performance was consistently

superior. The contractual performance was accomplished with few minor problems for which corrective action taken by the Contractor

was highly effective.

Good - The offeror's performance as good, better than

average, etc., and that they would willingly do business with the offeror again. The contractual performance was accomplished with some minor problems for which corrective actions taken by the Contractor

were effective.

Neutral - No record exists

Average – The offeror's performances were between good and

average and consideration would take part in awarding a contract to the offeror again. The contractual performance reflects a problem for which the Contractor has not yet identified corrective actions.

Poor - The offeror's performance was entirely

unsatisfactory and that they would not do business with the offeror again under any circumstances. The contractual performance of the element being assessed contains problems for which the Contractor's

corrective actions appear to be or were ineffective.

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NAME OF OFFEROR OR CONTRACTOR

CUSTOMER SATISFACTION

1. The referenced contractor was responsive to the customer's needs.

E G N A P N/A

2. The contractor's personnel were qualified to meet the requirements.

EGNAPN/A

The contractor's ability to accurately estimate costs.

EGNAPN/A

TIMELINESS

4. The contractor's ability to ensure, to the extent of its responsibility, that all tasks were completed within the requested timeframe.

E G N A P N/A

TECHNICAL SUCCESS

5. The contractor had a clear understanding of the work detailed in the SOW.

EGNAPN/A

6. The contractor's ability to complete tasks correctly the first time.

E G N A P N/A

7. The contractor's ability to resolve problems.

EGNAPN/A

QUALITY

8. The contractor's quality and reliability of services Delivered.

EGNAPN/A

 Quality, reliability, and maintainability of hardware delivered.

EGNAPN/A

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	PLEASE PROVIDE SUBJECTIVE RESPONSES FOR THE FOLLOWING:
10.	Would you recommend this contractor for similar government contracts? Please explain.
11.	Have you experienced special or unique problems with the referenced contractor that we should be aware of in making our decision?
12.	In summary, which of the following would you choose to describe the quality of the referenced contractor's service?
	Significantly better than acceptable
	Slightly better than acceptable
	Acceptable
	Slightly less than acceptable
	Entirely unacceptable
13.	In summary, which of the following would you choose to describe the referenced contractor's willingness to cooperate to resolve performance disagreements?
	Highly cooperative
	Cooperative
	Somewhat cooperative
	Highly uncooperative
Tha	nk you for taking the time to complete the above information.
Inte	rviewer's Name: Date:

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Addenda 3

PAST PERFORMANCE MATRIX

References	Dollar	Work	Contract	Contract	Provide Explanation for NO
	Value of	Description	Completed	Completed	Answers
	Contract		on Time YES/NO	at Cost YES/NO	
			1 LS/NO	(if No, %	
				of overrun)	

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/COMPANY NAME, ADDRESS, POC, AND TELEPHONE NUMBER

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

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(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Addenda 1

EVALUATION FACTORS FOR AWARD

- 1. GENERAL: The government shall award a contract resulting from this solicitation to the responsible offeror whose submission, complying with the instructions and conforming to the solicitation, represents the best overall value on the basis of an integrated assessment of the evaluation factors for award. Once all evaluations are complete and tabulated in accordance with the Source Selection Plan, the government will make a series of comparisons among the offerors by comparing the tabulated scores to the evaluated price. From these comparisons the government will determine the offeror who offers the best value to the government. This is a subjective evaluation process.
- 2. RELATIVE IMPORTANCE OF THE EVALUATION FACTORS: Since an Offeror must comply with the instructions contained in the Instructions to Offerors it behooves an offeror to read carefully the instructions as the Contracting Officer may eliminate an Offeror from further consideration for failure to comply with the instructions. In deciding which of the offerors, complying with the instructions, is the best overall value the government will consider the following factors, listed in order of importance unless otherwise noted:

Factor 1 – Technical1.a. Experience1.b. Performance Requirements

Factor 2 - Cost/Price

Factor 3 – Past Performance

Once all evaluations are complete the corresponding scores shall be tabulated and placed in a chart as follows in this example:

Offeror	Factor 1 Score*	Past Performance Rating	Cost/Price
A	88	Excellent	\$251,000
В	93	Excellent	\$270,000
C	0 **	Good	\$265,500
D	82	Excellent	\$250,750
E	93	Poor	\$252,500

^{*} Not to exceed 100

Once this information is tabulated, offerors will be compared making value and price tradeoffs and award will be made to the offeror that represents the Best Value to the Government. If the offeror with the highest scores also represents the lowest price then that offeror is clearly the Best Value. If an offeror with higher scores has a higher

^{**} Offeror did not comply with RFP instructions - was not evaluated

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price, then a determination must be made whether the difference in value is worth the higher price. In the example the government may award to Offeror A, Offeror B (if it could be determined whether the difference in greater value is worth the difference in price when compared to Offeror A), or Offeror D. Offeror E, even though reflective of a high technical score would be eliminated based on the POOR Past Performance rating.

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 2001)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

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(2) The management and daily busin	ness operations of which are controlled by one or n	nore veter	ans.	
"Women-owned small business con-	cern" means a small business concern			
(1) Which is at least 51 percent own least 51 percent of its stock is owner.	ned by one or more women or, in the case of any pu d by one or more women; and	ıblicly ow	ned busin	ness, at
(2) Whose management and daily be	usiness operations are controlled by one or more w	omen.		
in the case of any publicly owned bu	means a concern which is at least 51 percent ownersiness, at least 51 percent of the stock of which is deaily business operations are controlled by one o	owned by	one or m	
	(TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not app to a central contractor registration database to be e			r is
with debt collection requirements of	ormation required in paragraphs (b)(3) through (b)(5 31 U.S.C. 7701(c) and 3325(d), reporting required ing regulations issued by the Internal Revenue Services	ments of 2	6 U.S.C.	
offeror's relationship with the Gover	vernment to collect and report on any delinquent at runnent (31 U.S.C. 7701(c)(3)). If the resulting con FAR 4.904, the TIN provided hereunder may be notice.	tract is su	bject to th	ne payment
(3) Taxpayer Identification Number	(TIN).			
TIN:				
TIN has been applied for.				
TIN is not required because:				
	Foreign corporation, or foreign partnership that doe le or business in the United States and does not have the United States;			
Offeror is an agency or instrumental	lity of a foreign government;			
Offeror is an agency or instrum	nentality of the Federal Government.			
(4) Type of organization.				
Sole proprietorship;				
Partnership;				

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Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR 1.6049-4;
Other
(5) Common parent.
Offeror is not owned or controlled by a common parent;
Name and TIN of common parent:
Name
TIN

- (c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.
- (1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.
- (2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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- (6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)
- (i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it * is, * is not an emerging small business.
- (ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:
- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

____ 50 or fewer ____ \$1 million or less

____ 51 - 100 ____ \$1,000,001 - \$2 million

___ 101 - 250 ____ \$2,000,001 - \$3.5 million

___ 251 - 500 ____ \$3,500,001 - \$5 million

___ 501 - 750 ____ \$5,000,001 - \$10 million

___ 751 - 1,000 ____ \$10,000,001 - \$17 million

___ Over 1,000 ____ Over \$17 million

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- (9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)
- (i) General. The offeror represents that either--
- (A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
- (B) It () has, ()(has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: ______.)
- (d) Certifications and representations required to implement provisions of Executive Order 11246-
- (1) Previous Contracts and Compliance. The offeror represents that--
- (i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and
- (ii) It () has, () has not, filed all required compliance reports.
- (2) Affirmative Action Compliance. The offeror represents that--
- (i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
- (ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

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	Payments Program Certificate. (Applies only if the merican ActBalance of Payments ProgramSuppl			
end product as defined in the clause -Supplies" and that the offeror has c manufactured outside the United Sta	d product, except those listed in paragraph (f)(2) of this solicitation entitled ``Buy American ActBonsidered components of unknown origin to have lates. The offeror shall list as foreign end products that do not qualify as domestic end products.	alance of l	Payments d, produc	Program-
(2) Foreign End Products:				
Line Item No.:Country of Origin:				
(List as necessary)				
(3) The Government will evaluate or	ffers in accordance with the policies and procedure	s of FAR I	Part 25.	
Program Certificate. (Applies only i	nerican Free Trade AgreementIsraeli Trade Act f the clause at FAR 52.225-3, Buy American Act nce of Payments Program, is included in this solici	North Am		
provision, is a domestic end product American Free Trade AgreementIs	I product, except those listed in paragraph (g)(1)(ii) as defined in the clause of this solicitation entitled trade ActBalance of Payments Program" are origin to have been mined, produced, or manufact	l``Buy Annd that the	nerican A offeror h	ctNorth
	owing supplies are NAFTA country end products of ion entitled ``Buy American ActNorth American ents Program":			
NAFTA Country or Israeli End Prod	lucts			
Line Item No.:Country of Origin:				
(List as necessary)				

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

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Line Item No.:Country of Origin:				
(List as necessary)				
(iv) The Government will evaluate of	offers in accordance with the policies and procedur	es of FAR	Part 25.	
Certificate, Alternate I (Feb 2000).	rican Free Trade AgreementsIsraeli Trade ActB If Alternate I to the clause at FAR 52.225-3 is inclug)(1)(ii) for paragraph (g)(1)(ii) of the basic provis	uded in thi		
	ne following supplies are Canadian end products as a ActNorth American Free Trade AgreementIsra			
Canadian End Products				
Line Item No.:				
(List as necessary)				
Certificate, Alternate II (Feb 2000).	rican Free Trade AgreementsIsraeli Trade ActB If Alternate II to the clause at FAR 52.225-3 is inc g)(1)(ii) for paragraph (g)(1)(ii) of the basic provis	cluded in tl		
	ne following supplies are Canadian end products or tion entitled ``Buy American ActNorth American ents Program":			
Canadian or Israeli End Products				
Line Item No.:Country of Origin:				
(List as necessary)				
(4) Trade Agreements Certificate. (Athis solicitation.)	Applies only if the clause at FAR 52.225-5, Trade A	Agreemen	ts, is incl	uded in
	d product, except those listed in paragraph (g)(4)(in Basin country, or NAFTA country end product, a ents."	_		
(ii) The offeror shall list as other end Caribbean Basin country, or NAFT.	d products those end products that are not U.Sma A country end products.	de, design	ated cour	ntry,
Other End Products				

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Line Item No.:
Country of Origin:

(List as necessary)

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --
- (1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
- (i) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--
- (1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 2001)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or

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reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--
- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and

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(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

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Addenda 1

STATEMENT OF WORK

- 1. <u>BACKGROUND</u>. The Indian Head Division, Naval Surface Warfare Center, Indian Head, Maryland, is the National Center for Energetics. It provides energetics research and development, manufacturing technology, engineering, testing, manufacturing and fleet support. The Division is located at the end of Route 210, approximately twenty (20) miles south of Washington, D.C., in Charles County, Maryland. The Division's land area is in excess of 3,400 acres. The buildings that house the scales identified in the schedule are not located in sequential order. The Contracting Officer Representative (COR) for this contract is Martha E. Collaso (Code 330C5) and can be reached at (301) 744-4815/4831, Fax (301) 744-4518.
- 2. SCOPE. The contractor shall provide preventive maintenance and calibration services on the scales listed in the Schedule. These efforts shall be coordinated with all production areas in order to minimize equipment "downtime" and to ensure contractor safety. The contractor shall not deviate from permission from the Contracting Officer unless a formal modification is made to the contract. The contracting company shall perform all services on or before the due date and shall invoice the first week of each month for work performed in the previous month. The personnel utilized by the contractor to perform the work shall each have a minimum of three years of experience in calibrating and repairing of electronic and mechanical scales in accordance with the NIST Handbook H-44. Contractor to provide a copy of the calibrating technician(s) valid permit as a "Weights and Measurements Service Technician" to Code 330C5.
- 3. <u>DOCUMENTS</u>. The following documents are applicable to this contract:
 - a. NIST Handbook H-44
 - b. ISO 10012-1:1992(E)
 - c. METCAL Form
- 4. <u>PREVENTIVE MAINTENANCE</u>. The contractor shall perform the following functions during each service period:
 - a. Make minor repairs on each scale. Minor repairs are defined as replacement of broken springs, tapes, nuts, bolts, screws, and similar small parts.
 - b. Remove and replace dash-pot oil in each scale having a dash-pot. Contractor shall properly dispose of dash-pot oil in accordance with the proper EPA regulation.
 - c. Remove all rust and accumulated dirt from working parts of each scale.
 - d. Apply new grease and/or preservatives to beams, pivots, bearings, and all working parts on each scale as required. NOTE: The grease and/or preservatives applied to the scales at the following locations shall be of an "inorganic nature," Buildings: 775, 786 and 1006 (all applicable bays). The floor scales in Building 1006-Bay7 and 1006-Bay11 shall be done semi-annually.
- 5. <u>CALIBRATION</u>.

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- a. The contractor shall check, at a minimum, the zero, half-scale and full-scale points and adjust each scale for accurate weighing. Afterwards, affix an appropriate calibration label on the scale indicating the contractor's name, the date of the calibration, the next date on which calibration must be performed and the inspector's initials or number.
- b. The contractor shall furnish to Code 330C5 a written, detailed calibration procedure for use in calibrating the motor vehicle scales located in Buildings 1104 and 262.
- c. The contractor shall furnish a "certified" weight truck to calibrate scales located at Buildings 1104 and 262.
- d. Calibration of the scales listed in the Schedule shall be accomplished in accordance with NIST Handbooks H-44 and ISO 10012-1:1992 (E). Standards used must be traceable to the National Institute of Standards and Technology. Contractor to provide a copy of the certificate of calibration for the standards used.
- e. The contractor shall be capable of calibrating scales from the milligram range to twenty-five tons.
- f. The contractor must be able to respond within twenty-four (24) hours notice if maintenance service is required.

6. SPARE PARTS/DASH-POT OIL AND APPLICABLE LUBRICANTS.

a. The contractor is responsible for furnishing all spare parts and lubricants needed to perform preventive maintenance and calibration services.

7. APPROVAL OF WORK.

- a. The contractor shall report to the Test and Evaluation Department (Code 330C5, Building 587) upon each arrival and departure from the Indian Head Division, Naval Surface Warfare Center. Code 330C5 will direct the contractor to check in with the appropriate office prior to the commencement of work in the different areas.
- b. Upon completion of work in each building, the contractor shall complete a METCAL Form for each scale by indicating the service performed and noting any observations of impending problems with regard to the serviced scales. The contractor will have a representative from the operating area to acknowledge receipt of services by signature on the METCAL Forms. The contractor will then give a copy to the subcustodian identified on the METCAL Form, forward a copy to the Contracting Officer (Code 1143), Building 1558, and turn the original in to Code 330C5 in Building 587.

8. <u>REPORT FORM</u>.

- a. Upon completion of each service period, the contractor will complete a METCAL Form for each scale serviced. Code 330C5 will obtain from the DON Calibration Recall Inventory System (CRIS) Program software a preprinted METCAL Form for each scale based on the calibration cycle and provide them to the contractor. A rejected scale is defined as one that will not perform in accordance with NIST Handbook H-44 after it has undergone preventive maintenance and calibration. The following information shall be furnished for each scale and should be verified by the servicing technician:
- (1) Serial number of the scale.

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- (2) Type of repair and maintenance.
- (3) Calibration method used.
- (4) Date of performance.
- (5) Condition of scale.
- (6) Major repairs required.
- (7) Major renewal parts required.
- (8) Estimated cost of major renewal parts.
- (9) Labor required to place scale in first class operating condition.
- (10) Location of scale serviced (building number and bay number).
- b. Distribution of METCAL forms will be as follows:
 - (1) Original to Code 330C5.
- (2) Copy to Contracting Officer (Code 1143).
- (3) Copy to subcustodian.

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NAME OF OFFEROR OR CONTRACTOR

Addenda 2

CONSOLIDATED SCALES LISTING

*CAL.FREQ: M=MONTHLY Q=QUARTERLY SA=SEMI-ANNUAL A=ANNUAL

SCALE	BLDG.	SERIAL NO.	CAPACITY	MAKE/MODEL	*CAL	POC FOR
NO.	NO.		RATING		FREQ	STUB/CAL
001	1190	H203970CX	40 LB	FAIRBANKS H90-3051	M	2110W/2130Q
002	1190	H203996CX	2000 LB	FAIRBANKS H90-3051	M	2110W/2130Q
003	678	H203998CX	100 LB	FAIRBANKS H90-3051	M	2110W/2130Q
004	1122	H203999CX	100 LB	FAIRBANKS H90-3051	M	2110W/2130Q
005	1881	H204262LX	12 LB	FAIRBANKS H90-3041	M	2110W/2130Q
006	678	H204263LX	40 LB	FAIRBANKS H90-3051	M	2110W/2130Q
007	678	H204264LX	12 LB	FAIRBANKS H90-3051	M	2110W/2130Q
008	1881	H204265LX	40 LB	FAIRBANKS H90-3041	M	2110W/2130Q
009	1122	H204299PX	12 LB	FAIRBANKS H90-3051	M	2110W/2130Q
010	1881	2114436459	6000 G	METTLER SMX6600X	M	2110W/2130Q
011	1122	2115374284	6000 G	METTLER SMX6600X	M	2110W/2130Q
012	678	2115374286	6000 G	METTLER SMX6600X	M	2110W/2130Q
					•	
013	1543	619809	30 LB	CHRISTEN WAAGEN	M	2320F/2340C
014	455-4	12518	1000 LB	HOWE PORT TRINER	Q	112A/112B
015	266	60801669	6000 G	SARTORIUS	Q	112A/112B
016	474	A791347	100 LB	NCI	0	112A/112B
017	116	SR87890115	25 LB	NCI	Q	112A/112B
018	716	SR87890118	25 LB	NCI	Q	112A/112B
019	590	SR87890124	25 LB	NCI	Q	112A/112B
020	116	208623	50 LB	PENN	Q	112A/112B
021	854	G973351AE	1000 LB	FAIRBANKS H90-3041	Q	2110W/2130Q
022	905	G973354PE	100 LB	FAIRBANKS H90-3041	Q	2110W/2130Q
023	678	G974566PE	200 LB	FAIRBANKS H90-3041	Q	2110W/2130Q
024	1866	H101230CA	750 LB	FAIRBANKS H90-3041	Q	2110W/2130Q
025	1866	H101231CA	100 LB	FAIRBANKS H90-3041	Q	2110W/2130Q
026	693	H101236CA	20 LB	FAIRBANKS H90-3041	Q	2110W/2130Q
027	1886	H101241CA	10 LB	FAIRBANKS H90-3041	Q	2110W/2130Q
028	1881	H101243CA	750 LB	FAIRBANKS H90-3041	Q	2110W/2130Q
029	1881	H101244CA	200 LB	FAIRBANKS H90-3041	Q	2110W/2130Q
030	1866	H101249CA	100 LB	FAIRBANKS H90-3041	Q	2110W/2130Q
031	1866	H101705AA	100 LB	FAIRBANKS H90-3041	Q	2110W/2130Q
032	730	H203973CX	6 LB	FAIRBANKS H90-3051	Q	2110W/2130Q
033	1190	H203997CX	1000 LB	FAIRBANKS H90-3051	Q	2110W/2130Q
034	717	H204270LX	2720 LB	FAIRBANKS H90-3051	Q	2110W/2130Q
035	1122	H204310PX	1000 LB	FAIRBANKS H90-3051	Q	2110W/2130Q
036	905	H204312PX	12 LB	FAIRBANKS H90-3051	Q	2110W/2130Q

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SCALE	BLDG.	SERIAL NO.	CAPACITY	MAKE/MODEL	*CAL	POC FOR
NO.	NO.		RATING		FREQ	STUB/CAL
037	728	H542533EP	24 LB	FAIRBANKS IND HR5001-1	Q	2110W/2130Q
038	728	H542534EP	24 LB	FAIRBANKS IND HR5001-1	Q	2110W/2130Q
039	855	J55535	400 G	METTLER-PM460	Q	2110W/2130Q
040	855	J88099	100 G	METTLER	Q	2110W/2130Q
041	855	K3524A	2000 G	METTLER	Q	2110W/2130Q
042	855	L00781	200 G	METTLER	Q	2110W/2130Q
043	1881	002534	5000 LB	GSE	Q	2110W/2130Q
044	717	07172	200 LB	GSE 622 IS	Q	2110W/2130Q
045	1190	07179	200 LB	GSE 622 IS	Q	2110W/2130Q
046	1881	110446	5000 LB	GSE	Q	2110W/2130Q
047	855	1116321597	300 G	METTLER-PB303	Q	2110W/2130Q
048	1190	11746	30 LB	TOLEDO FAN 3710	Q	2110W/2130Q
049	1186	14906	750 LB	TOLEDO DIAL 1891 IG	Q	2110W/2130Q
050	717	153606	10 KG	PENN FAN 101104	Q	2110W/2130Q
051	1866	17843	250 LB	TOLEDO DIAL 2181	Q	2110W/2130Q
052	1573	1910	400 LB	TOLEDO DIAL 8821-FR	Q	2110W/2130Q
053	685	2043	800 LB	TOLEDO	Q	2110W/2130Q
054	1881	2114436456	6600 G	METTLER-TOLEDO	Q	2110W/2130Q
055	1182	211443647	6000 G	METTLER-TOLEDO	Q	2110W/2130Q
056	718	21715	200 LB	TOLEDO DIAL 2181	Q	2110W/2130Q
057	1881	218071	5000 LB	GSE 350	Q	2110W/2130Q
058	855	2630	200 G	OHAUS-OA200	Q	2110W/2130Q
059	855	271998	100 G	METTLER	Q	2110W/2130Q
060	720-7	27843	6000 LB	UMC 2000	Q	2110W/2130Q
061	720-7	27844	6000 LB	UMC 2000	Q	2110W/2130Q
062	717	287	200 LB	WEIGHTRONICS WI102	Q	2110W/2130Q
063	1881	321459	5000 LB	GSE 350	Q	2110W/2130Q
064	1881	321509	5000 LB	GSE 350	Q	2110W/2130Q
065	1881	321525	5000 LB	GSE 350	Q	2110W/2130Q
066	1881	321528	5000 LB	GSE 350	Q	2110W/2130Q
067	685	326183	3000 G	METTLER	Q	2110W/2130Q
068	717	3505012	3000 G	SARTORIUS 3808 MP8-1	Q	2110W/2130Q
069	685	36040004	3000 G	SARTORIUS	Q	2110W/2130Q
070	905	36060120	1000 G	SARTORIUS	Q	2110W/2130Q
071	1866	45013	195 LB	TOLEDO DIAL 2081	Q	2110W/2130Q
072	728	502778	125 LB	TOLEDO DIAL 2181	Q	2110W/2130Q
073	743-2	503396	200 LB	TOLEDO DIAL 2181	Q	2110W/2130Q
074	720-6	507307	250 LB	TOLEDO DIAL 2181	Q	2110W/2130Q
075	1018	525797	250 LB	TOLEDO DIAL 2181	Q	2110W/2130Q
076	1190	7012	1250 LB	TOLEDO DIAL 2181	Q	2110W/2130Q
077	690	70401352	6000 G		Q	2110W/2130Q
078	717	8602-02	10 LB	DETECTO 6600-10	Q	2110W/2130Q

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SCALE	BLDG.	SERIAL NO.	CAPACITY	MAKE/MODEL	*CAL	POC FOR			
NO.	NO.		RATING		FREQ	STUB/CAL			
079	686	9721	650 LB	TOLEDO	Q	2110W/2130Q			
080	466-1	1598436	195 LB	TOLEDO	Q	2240C/2240A			
081	466	37030100	6000 G	SARTORIUS	Q	2240C/2240A			
082	466-5	37050005	6000 G	SARTORIUS L220SX	Q	2240C/2240A			
083	466-5	39040001	6000 G	SARTORIUS	Q	2240C/2240A			
084	466-4	39040022	6000 G	SARTORIUS	Q	2240C/2240A			
085	466-4	39040078	6000 G	SARTORIUS	Q	2240C/2240A			
086	329-6	FPELG710537	500 MG	FEDERAL PACIFIC	Q	2310P/2340B			
087	571-2	05080	20 LB	GSE 4430	Q	2310P/2340B			
088	537	20134	195 LB	TOLEDO	Q	2310P/2340B			
089	537	21716	195 LB	TOLEDO	Q	2310P/2340B			
090	571-31	41687	100 LB	TOLEDO	Q	2310P/2340B			
091	808-10	4195	20 KG	OHAUS	Q	2310P/2340B			
092	336-7	442	250 LB	TOLEDO	Q	2310P/2340B			
093	215-6	525794	400 LB	TOLEDO	Q	2310P/2340B			
094	808-4	550807	125 LB	DETECTO	Q	2310P/2340B			
095	572	610624	500 LB	DETECTO	Q	2310P/2340B			
096	1384	730155	100 LB	DETECTO	Q	2310P/2340B			
097	808-10	91108165	7.5 KG		Q	2310P/2340B			
098	688	FM80701	200 LB		Q	2320F/2330G			
099	1119	N13636	6000 G	METTLER-TOLEDO	Q	2320F/2330G			
100	1119	N13637	6000 G	METTLER-TOLEDO	Q	2320F/2330G			
101	1119	1116442631	15 KG		Q	2320F/2330G			
102	905	1120061252	6000 G	TOLEDO	Q	2320F/2330G			
103	1119	1947794	60 LB	METTLER-TOLEDO	Q	2320F/2330G			
104	688	20102290	6000 G		Q	2320F/2330G			
105	696	20404700	1600 G		Q	2320F/2330G			
106	1119	37030089	4600 G	SARTORIUS	Q	2320F/2330G			
107	856	D34331	1250 LB	DETECTO	Q	2320F/2340C			
108	676	E7589	5000 LB	WEIGHTRONIX	Q	2320F/2340C			
109	856-2	F80838	4000 G	METTLER PM4000	Q	2320F/2340C			
110	856-4	G666242	100 LB	FAIRBANKS 4042	Q	2320F/2340C			
111	1004	G972270	100 LB	FAIRBANKS	Q	2320F/2340C			
112	704	G973352PE	1000 LB	FAIRBANKS	Q	2320F/2340C			
113	849	G974563PE	200 LB	FAIRBANKS	Q	2320F/2340C			
114	856	N12	20 KG		Q	2320F/2340C			
115	704	N2320	2610 KG		Q	2320F/2340C			
116	704	N58	20 G		Q	2320F/2340C			
117	680	11005497	16 LB		Q	2320F/2340C			

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SCALE	BLDG.	SERIAL NO.	CAPACITY	MAKE/MODEL	*CAL	POC FOR
NO.	NO.	SERIAL NO.	RATING	WAKE/WODEL	FREQ	STUB/CAL
118	502-2	11808025	3000 LB		0	2320F/2340C
119	678-8	17099	400 G	TOLEDO	Q	2320F/2340C
120	1048	18280	250 G	TOLEDO	0	2320F/2340C
121	1182	20102427	6000 G	SARTORIUS	Q	2320F/2340C
122	1004	20900797	6000 G	SARTORIUS	0	2320F/2340C
123	678-2	2114436454	6600 G	METTLER-TOLEDO	Q	2320F/2340C
124	1182	2114436458	6000 LB	METTLER-TOLEDO	0	2320F/2340C
125	1182	2115144561	6000 G	METTLER-TOLEDO	Q	2320F/2340C
126	849	25179	200 G	TOLEDO	0	2320F/2340C
127	502-2	300875	1200 G	P-1200	0	2320F/2340C
128	502-5	36050037	5000 G	1 1200	Q	2320F/2340C
129	786	40010074	120 LB	H160-D20	0	2320F/2340C
130	678-1	40100008	30000 KG	3808-MP8-1	Q	2320F/2340C
131	786	4109074-4NL	50 LB	TOLEDO	0	2320F/2340C
132	678-1	50100847	15 LB	SARTORIUS	Q	2320F/2340C
133	1182	518916	250 LB	TOLEDO	0	2320F/2340C
134	1006-5	5575	10520 LB	TOLEDO 2151	Q	2320F/2340C
135	1006-9	5815	125 LB	TOLEDO 2071	0	2320F/2340C
136	676	591371	50 LB	DETECTO	Q	2320F/2340C
137	680	7103365-7ZW	100 LB	BETECTO	0	2320F/2340C
138	1461	802019	1320 LB	TOLEDO 2151	Q	2320F/2340C
139	856-1	847754D	600 LB	2326AP4	0	2320F/2340C
140	680-8	858119	20 LB	TOLEDO	Q	2320F/2340C
141	682	904601	500 LB	TOLLIDO	0	2320F/2340C
111	002	70 1001	300 EB		1 4	23201723100
142	1020	G974512PE	1000 LB	FAIRBANKS	Q	2120A/2340E
143	1020	G974515PE	1000 LB	FAIRBANKS	Q	2120A/2340E
144	1024	XOE161605	2000 LB	EMERY	Q	2120A/2340E
145	1007	05265	2500 LB	TOLEDO 8132	Q	2120A/2340E
146	1009	05266	2500 LB	TOLEDO 8132	Q	2120A/2340E
147	858	1604469XH	400 LB	TOLEDO	Q	2120A/2340E
148	1028	2011	400 LB	TOLEDO	Q	2120A/2340E
149	1024	20500	450 LB	TOLEDO	Q	2120A/2340E
150	708	514799	250 LB	TOLEDO	Q	2120A/2340E
151	1035-4	518146	75 LB	TOLEDO	Q	2120A/2340E
152	725	520285	75 LB	TOLEDO	Q	2120A/2340E
153	708	525795	250 LB	TOLEDO	Q	2120A/2340E
154	1000	609877-6XV	250 LB	METTLER-TOLEDO	Q	2120A/2340E
155	1000	6098878-6XV	250 LB	METTLER-TOLEDO	Q	2120A/2340E
		•	•			•
156	295	40536254	25 LB	TOLEDO PLATFORM	Q	370

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SCALE	BLDG.	SERIAL NO.	CAPACITY	MAKE/MODEL	*CAL	POC FOR
NO.	NO.		RATING		FREQ	STUB/CAL
157	878	2FV8794	100 LB	ACCU-EIGHT	SA	FD
158	878	21713	400 LB	TOLEDO	SA	FD
		1			1	
159	1919	38911	1000 LB	CHATILLON CENTURION	SA	0932JC/0933JK
160	1919	38912	1000 LB	CHATILLON CENTURION	SA	0932JC/0933JK
161	1919	38982	1000 LB	CHATILLON CENTURION	SA	0932JC/0933JK
SCALE	BLDG.	SERIAL NO.	CAPACITY	MAKE/MODEL	*CAL	POC FOR
NO.	NO.		RATING		FREQ	STUB/CAL
162	1919	38983	1000 LB	CHATILLON CENTURION	SA	0932JC/0933JK
163	193	911218	100 LB	DETECTO	SA	0932JC/0933JK
164	879	1194817	60000 LB	HOWE 7561	SA	112A/112B
165	1770	H104876PA	2000 LB	FAIRBANKS H90-3041	SA	2110W/2130Q
166	743-1	565126	12500 LB	TOLEDO DIAL 2221 (OH)	SA	2110W/2130Q
167	543	H78063	500 G	METTLER AE260	SA	2210B
168	543	H99891	500 G	METTLER AE260	SA	2210B
169	543	T77959	600 G	JOHNSON PRECISA 600C	SA	2210B
170	543	T77960	600 G	JOHNSON PRECISA 600C	SA	2210B
171	543	19104AB	600 G	METTLER-TOLEDO	SA	2210B
172	543	1600	600 G	OHAUS	SA	2210B
173	543	160241	250 MG	ROLLER SMITH	SA	2210B
174	543	232108	50 MG	ROLLER SMITH	SA	2210B
175	543	700361	500 MG	ROLLER SMITH	SA	2210B
176	543	700699	50 MG	ROLLER SMITH	SA	2210B
177	543	700758	500 MG	ROLLER SMITH	SA	2210B
178	543	701704	50 MG	ROLLER SMITH	SA	2210B
179	543	706379	1500 MG	ROLLER SMITH	SA	2210B
180	543	706380	1500 MG	ROLLER SMITH	SA	2210B
181	543	713008	100 MG	ROLLER SMITH	SA	2210B
182	543	80604153	60 KG	SARTORIUS EA60FEG-L	SA	2210B
183	543	80604156	60 KG	SARTORIUS EA60FED-L	SA	2210B
184	116	1000	10 LB	CHATILLON MST	SA	2230/2230A
185	116	1029	25 LB	CHATILLON MST	SA	2230/2230A
186	116	1059	25 LB	CHATILLON MST	SA	2230/2230A
187	116	1095	100 LB	CHATILLON MST	SA	2230/2230A
188	116	1238	50 LB	CHATILLON MST	SA	2230/2230A
189	116	8805-5	40 LB	DETECTO 6900-40	SA	2230/2230A
190	286	E91979	160 G	METTLER AE163	SA	2240C/2240A
191	286	12007440	610 G	SARTORIUS FC06BBE	SA	2240C/2240A

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SCALE	BLDG.	SERIAL NO.	CAPACITY	MAKE/MODEL	*CAL	POC FOR
NO.	NO.		RATING		FREQ	STUB/CAL
192	286	12105103	610 G	SARTORIUS FC06BBE	SA	2240C/2240A
193	286	12304211	610 G	SARTORIUS FC06BBE	SA	2240C/2240A
194	286	12503803	610 G	SARTORIUS FC06BBE	SA	2240C/2240A
195	286	13306017	620 G	SARTORIUS FC06BBE-SX	SA	2240C/2240A
196	286	13306018	620 G	SARTORIUS FC06BBE-SX	SA	2240C/2240A
197	286	134485	45 G	HIERATH&ANDREWS ISOG4101X	SA	2240C/2240A
198	286	37050019	220 G	SARTORIUS L220S	SA	2240C/2240A
199	286	37110050	220 G	SARTORIUS L220S	SA	2240C/2240A
200	286	3711016	220 G	SARTORIUS L2200SX	SA	2240C/2240A
201	286	39110010	2200 G	SARTORIUS L2200SX	SA	2240C/2240A
202	286	60103028	220 G	SARTORIUS L220S	SA	2240C/2240A
203	286	81101018	7500 G	SARTORIUS QS16X	SA	2240C/2240A
204	241	F4068017	1000 LB	APPLIED FORCE	SA	2310P/2340B
205	476	G718691	2000 LB	FAIRBANKS PORTBEAM	SA	2310P/2340B
206	336	1065564-1ZH	250 LB	TOLEDO	SA	2310P/2340B
207	116	1078	5000 LB	FAIRBANKS-LOW	SA	2310P/2340B
208	241	126003	400 LB		SA	2310P/2340B
209	241	126004	400 LB		SA	2310P/2340B
210	1104	2DU0010751		EPSON TM-295 PRINTER	SA	2310P/2340B
211	116	91-201631	100 LB	PENN 7300	SA	2310P/2340B
212	241	92-208260	100 LB	PENN 7300	SA	2310P/2340B
213	1104	92040352-1	40 TON	TOLEDO VEHICLE	SA	2310P/2340B
214	1104	92040352-2	40 TON	TOLEDO VEHICLE	SA	2310P/2340B
215	1104	92040352-3	40 TON	TOLEDO VEHICLE	SA	2310P/2340B
216	1006-3	11700	125 LB	TOLEDO 2181	SA	2320F/2340C
217	1006-3	21478	125 LB	TOLEDO	SA	2320F/2340C
218	1006-11	4039	2500 LB	A. H. EMERY	SA	2320F/2340C
219	1006-7	4040	2500 LB	A. H. EMERY	SA	2320F/2340C
220	1006-7	4041	2500 LB	A. H. EMERY	SA	2320F/2340C
		- II				
221	471	550300	250 LB	TOLEDO BENCH	SA	2120A/2340E
VODIZE	MALCO ALE	C 2421 A ONU SZ				
		S – 2421A ONLY	15 I D	DOD AN 7015D	T G A	2421 A
222	373	FM80229	15 LB	DORAN 7015P	SA	2421A
223	1479	H1916190	5000 LB	FAIRBANKS H90-3051	SA	2421A
224	373	05247	500 LB	TOLEDO 8132	SA	2421A
225	456	1116272766	15 KG	METTLER-TOLEDO SM15000X	SA	2421A
226	1754	13360	100 LB	TOLEDO 2081	SA	2421A
227	1757	20702561	2000 G	SARTORIUS L2200S-X	SA	2421A
228	1757	2115047654	6000 G	METTLER-TOLEDO SM6600X	SA	2421A

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SCALE	BLDG.	SERIAL NO.	CAPACITY	MAKE/MODEL	*CAL	POC FOR
NO.	NO.		RATING		FREQ	STUB/CAL
229	1757	2115047657	6000 G	METTLER-TOLEDO SM6600X	SA	2421A
230	1757	3020262C	200 G	SARTORIUS L2200S-X	SA	2421A
231	1757	30203409	32000 G	SARTORIUS F32000S-X	SA	2421A
232	1757	306143	30 LB	TOLEDO 3710	SA	2421A
233	456	32896-31753	5000 LB	MSI 4260	SA	2421A
234	1479	4214082-42Q	1600 LB	TOLEDO 8140	SA	2421A
235	1753	456968	195 LB	TOLEDO 2081	SA	2421A
236	373	456969	200 LB	TOLEDO 2081	SA	2421A
237	1755	456970	195 LB	TOLEDO 2081	SA	2421A
238	1754	49460PN	195 LB	TOLEDO 2181	SA	2421A
239	456	531321	200 LB	TOLEDO 2081	SA	2421A
240	456	560275	200 LB	TOLEDO 2081	SA	2421A
241	1757	6026716-6XM	500 LB	TOLEDO 8132	SA	2421A
242	1753	6026717-6XM	500 LB	TOLEDO 8132	SA	2421A
243	456	6109171-6VW	200 LB	TOLEDO 8525	SA	2421A
244	456	728900	800 LB	TOLEDO 31-1821-FC	SA	2421A
245	456	729052	2500 LB	TOLEDO 31-1511-FE	SA	2421A
246	456	739193	800 LB	TOLEDO 31-1821-FD	SA	2421A
247	456	857023	500 G	TOLEDO	SA	2421A
248	1864-138	C91314		METTLER AE160	SA	310
249	1864-130	C91315		METTLER AE160	SA	310
250	1864-129	C92864		METTLER AE100	SA	310
251	766-3	C92882		METTLER AE200	SA	310
252	1864-134	I20964		METTLER AE100	SA	310
253	1864-106	I21347		METTLER AE100	SA	310
254	1864-126	J22991		METTLER SE200	SA	310
255	1864-162	J22994		METTLER AE200	SA	310
256	1864-108	J26462		METTLER AE200	SA	310
257	1864-121	J48585		METTLER PM4600	SA	310
258	1864-121	J64762		METTLER AE200	SA	310
259	1864-153	J66749		METTLER AE200	SA	310
260	444-2	L90557		METTLER PM400	SA	310
261	1864-156	N14903		METTLER AE240	SA	310
262	1864-135	P0106550		DENVER INSTR M210	SA	310
263	44-DKRM	1168		OHAUS G110	SA	310
264	1864-147	116939		FISHER SCIENTIFIC 2-116	SA	310
265	1864-124	2632		OHAUS GA200	SA	310
266	1864-123	2697		OHAUS GS200	SA	310
267	1864-103	288028		METTLER H20T	SA	310
268	1864-143	30408100		SARTORIUS A120S	SA	310
269	444-2	31216412		SARTORIUS BA110S	SA	310
270	444-2	3501978		AND ER120A	SA	310
271	1864-136	37060017		SARTORIUS BP3100S	SA	310

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SCALE NO.	BLDG. NO.	SERIAL NO.	CAPACITY RATING	MAKE/MODEL	*CAL FREQ	POC FOR STUB/CAL
272	1864-153	39020316		SARTORIUS A200S	SA	310
273	766-2A	50908787		SARTORIUS BP210S	SA	310
274	444-2	60907135		SCIENTECH IB34EDEP	SA	310
275	1864-134	637015		METTLER PN1210	SA	310
					•	
276	1954	T0116603	8100 G	DENVER INSTR TL8101	SA	370/370AG
277	1954	1118292074	62 G	METTLER-TOLEDO AT261	SA	370/370AG
278	1954	1118311140	510 G	METTLER-TOLEDO PR503	SA	370/370AG
279	600-208	2700	400 G		SA	90S/380SB
280	855	1442	160 G	OHAUS	A	2210W/2130Q
281	855	3105032	3000 G	SARTORIUS 1213MP	A	2210W/2130Q
282	812	35680-33411	2000 LB	MSI 4260	A	2210W/2130Q
283	1134	3685-4883	5000 LB	MSI 4260	A	2210W/2130Q
284	717	45269	300 G	RECAL	A	2210W/2130Q
285	1134	7998-9977	5000 LB	MSI 4260	A	2210W/2130Q
286	1134	8853-26509	5000 LB	MSI 4260	A	2210W/2130Q
287	1134	8890-11639	5000 LB	MSI 4260	A	2210W/2130Q
					•	
288	725	07064	25000 LB	GSE 622	A	2320F/2340C
289	1667	7300	50 LB	PENN	A	2320F/2340C
290	1430	A7337	2000 LB	EMERY	A	2120A/2340E
291	1430	41265	1000 LB	TOLEDO	A	2120A/2340E
YORKTO	WN SCALES	S – 2423 ONLY				
292	1751	C36095	160 G	METTLER AE-160	A	2423
293	1751	C42290	160 G	METTLER AE-160	A	2423
294	1751	C62865	160 G	METTLER AE-160	A	2423
295	373	C63078	160 G	METTLER PE-160	A	2423
296	1751	E49188	160 G	METTLER AE-163	A	2423
297	1751	25298	800 G	METTLER K-7	A	2423
298	1752	26545	20 LB	AND FW-10K	A	2423
299	1751	348084	200 G	METTLER B-5	A	2423
300	373	44600	1600 G	METTLER PE-1600	A	2423
301	1752	47285	4 KG	METTLER PE-4000	A	2423
302	1751	480079	1200 G	METTLER PE-1210	A	2423
303	1752	50405150	310 G	SARTORIUS BP310S	A	2423
304	1751	70158	4 KG	METTLER K-4	A	2423
305	1752	796509	160 G	METTLER H35AR	A	2423
306	1523	H4500155	390 LB	TOLEDO PLATFORM	A	320KP
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SCALE	BLDG.	SERIAL NO.	CAPACITY	MAKE/MODEL	*CAL	POC FOR
NO.	NO.		RATING		FREQ	STUB/CAL
307	721	80401218	32 KG	SARTORIUS QS32A-X	A	350/350JV
308	721	90507412	.62 KG	SARTORIUS FC06BBE-SX	A	350/350JV
309	721	90608188	6.2KG	SARTORIUS FC6CCE-HX	A	350/350JV
310	1631	82169	400 LB	TOLEDO	A	360JD
311	1951	1118322778	5 KG	METTLER-TOLEDO PG5002S	A	370/370AZ
312	1951	2KB171H6	200 LB	ACCU-WEIGH BD-200PK	A	370/370AZ
313	1951	5557	210 G	OHAUS HARVARD TRIP BALANCE	A	370/370AZ
314	1952	3103019	30 KG	SARTORIUS 3808MP	A	370/370DB
315	1952	3505075	5 KG	SARTORIUS 1507	A	370/370DB
316	1952	65285	200 G	PRECISA 200A	A	370/370DB
317	602-5	D7470	2000 G	SAUTER RC2022	A	370/370JF
318	1953	1118183360	5000 G	METTLER-TOLEDO PG5002S	A	370/370JF
319	1953	26795	200 G	SAUTER 424	A	370/370JF
320	602-5	57272	200 G	AINSWORTH SCN	A	370/370JF
		•	•			
321	704	M093032	300 G	AND	A	370/370KG
322	704	10703471	1100 G	SARTORIUS	A	370/370KG
323	704	1082579	3000 G	PRECISA	A	370/370KG
324	704	1103541	100 LB	SAUTER	A	370/370KG
325	704	161590	250 MG	ROLLER SMITH	A	370/370KG
326	704	164343	250 MG	ROLLER SMITH	A	370/370KG
327	704	232127	50 MG	ROLLER SMITH	A	370/370KG
328	704	284701	500 MG	ROLLER SMITH	A	370/370KG
329	704	290931	25 MG	ROLLER SMITH	A	370/370KG
330	704	3202122	1500 G	SARTORIUS	A	370/370KG
331	704	3230800159	100 LB	NCI	A	370/370KG
332	704	36090043	300 G	SARTORIUS	A	370/370KG
333	704	39110072	1400 G	SARTORIUS	A	370/370KG
334	704	68968	120 G	TORSION	A	370/370KG
335	704	701413	500 MG	ROLLER SMITH	A	370/370KG
336	704	701702	100 MG	ROLLER SMITH	A	370/370KG
337	704	702948	500 MG	ROLLER SMITH	A	370/370KG
338	704	820789	250 MG	METTLER A30	A	370/370KG
339	704	928002	360 G	METTLER PE360	A	370/370KG
				1	1	
340	1955	R63248	300 G	PAG OERLIKON AG250-9800	A	4420V
341	1955	782930	23 G	NATIONAL CONTRAOLS 5780	A	4420V
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SCALE	BLDG.	SERIAL NO.	CAPACITY	MAKE/MODEL	*CAL	POC FOR
NO.	NO.		RATING		FREQ	STUB/CAL
342	600-6	B040139	300 G	AINSWORTH	A	90S/380SB
343	600-113	G37708	100 G	METTLER A100	A	90S/380SB
344	600-109	K89874	200 G	METTLER AT261	A	90S/380SB
345	600-216	K89876	200 G	METTLER AT261	A	90S/380SB
346	600-111	K89976	1000 G	METTLER PM11-N	A	90S/380SB
347	600-7	M78642	100 G	METTLER	A	90S/380SB
348	600-111	N03471	500 G	METTLER AT261	A	90S/380SB
349	600-05C	17224	20 G	METTLER	A	90S/380SB
350	600-113	2805070	1200 G	SARTORIUS	A	90S/380SB
351	600-207C	324151	20 G	METTLER	A	90S/380SB
352	600-05A	3247	200 G	FISHER SCIENTIFIC	A	90S/380SB
353	600-6	4444	2610 G	OHAUS	A	90S/380SB
354	600-116	5211068	2100 G	AND FX-2000	A	90S/380SB
355	600-116	61904	100 G	METTLER B6	A	90S/380SB
356	600-16	71691	200 G	DENVER INSTRUMENT	A	90S/380SB
357	600	76347	1000 G	SARTORIUS	A	90S/380SB

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2001)

- (a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

- ____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402)
- (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999)
- ____ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concers (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

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(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
(ii) Alternate I to 52.219-5.
(iii) Alternate II to 52.219-5.
(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
(6) 52.219-9, Small Business Subcontracting Plan 915 U.S.C. 637 (d)(4)).
(7) 52.219-14, Limitations on Subcontracts 915 U.S.C. 637(a)(14)).
(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concernes (Pub. L. 103-353 section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
(ii) Alternate I of 52.219-23
(9) 52.219-25, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(10) 52.219-26, Small Disadvantaged Business Participation Program – Incentive Subcontracting (Pub. L. 103 355, section 7102, and 10 U.S.C. 2323).
X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
<u>X</u> (12) 52.222-26, Equal Opportunity (E.O. 11246).
X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
X (14) 52.222-36. Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4214)
(16) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (E.O. 13126).
(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2(C)).
(18) 52.225-1, Buy American Act – Balance of Payments Program – Supplies (41 U.S.C. 10a-10d).
(19)(i) 52.225-3, Buy American Act – North American Free Trade Agreement – Israeli Trade Act – Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

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(ii) Alternate I of 52.225-3.
(iii) Alternate II of 52.225-3.
(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722-12724, 13059, 13067, 13121, and 13129).
X (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
(24) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (31 U.S.C. 3332).
X (25) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (31 U.S. 3332).
(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
(28) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (46 U.S.C. 1241).
(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
(Contracting Officer check as appropriate.)
_X (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).
(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.)
(3) 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(4) 52.222-44 Fair Labor Standards Act and Service Contract Act – Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(5) 52.222-47, SCA Minimum Wage and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

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- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 2012(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 365 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

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(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

SEA C-33 - MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)

In accordance with the clause of this contract entitled "INSURANCE--WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5), the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

- (a) Workers' Compensation and Employer's Liability coverage shall be at least \$100,000, except as provided in FAR 28.307(a).
- (b) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

IHD 76 – <u>INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION</u> AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000

- 1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.
- 2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

HOLIDAY	DATE OF OBSERVANCE		
New Year's Day	01 January (Tuesday)*		
Martin Luther King's	21 January (Monday)*		
Birthday			
President's Day	18 February (Monday)*		
Memorial Day	28 May (Monday)*		
Independence Day	4 July (Wednesday)*		
Labor Day	3 September (Monday)*		
Columbus Day	15 October (Monday)*		
Veteran's Day	12 November (Monday)*		
Thanksgiving Day	22 November (Thursday)*		
Christmas Day	25 December (Tuesday)*		

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3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

AREA	FROM	<u>TO</u>
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M	11:00 A.M
	12:30 P.M.	2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

^{*} If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.